

14169375 B: 11453 P: 6495 Total Pages: 2  
10/30/2023 03:25 PM By: tpham Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: HALLIDAY, WATKINS & MANN, P.C.  
376 EAST 400 SOUTH, SUITE 300 SALT LAKE CITY, UT 84111

AFTER RECORDING RETURN TO:  
Halliday, Watkins & Mann, P.C.  
376 East 400 South, Suite 300  
Salt Lake City, UT 84111  
File No. UT21167

### **NOTICE OF DEFAULT AND ELECTION TO SELL**

NOTICE IS HEREBY GIVEN by the law firm of Halliday, Watkins & Mann, P.C., Successor Trustee, that a default has occurred under a Trust Deed dated September 5, 2007, and executed by Marilyn Shaw Bell, as Trustor, in favor of Sun West Mortgage Company Inc. d/b/a Sun West Mortgage USA Company, Inc., as Beneficiary, but Carrington Mortgage Services LLC being the present Beneficiary, in which Commonwealth Land Title Company was named as Trustee. The Trust Deed was recorded in Salt Lake County, Utah, on September 10, 2007, as Entry No. 10217922, in Book 9513, at Pages 6266-6275, of Official Records, all relating to and describing the real property situated in Salt Lake County, Utah, particularly described as follows:

Lot 206, Green Meadow Estates No. 5, according to the official plat thereof on file and of record in the Office of the Salt Lake County Recorder. TAX # 14-20-477-036

Purportedly known as 2655 Twain Drive, Magna, UT 84044 (the undersigned disclaims liability for any error in the address).

That the default which has occurred is the breach of obligations under the Trust Deed and Note, which includes the failure of the Trustor and subsequent owners, if any, to pay property charge expenses required under the terms of the Trust Deed and Note. Under the provisions of the Promissory Note and Trust Deed, the principal balance is accelerated and now due, together with accruing interest, late charges, costs and trustees' and attorneys' fees. There is also due all expenses and fees of these foreclosure proceedings.

The Successor Trustee declares all sums secured thereby immediately due and payable, and elects to sell the property described in the Trust Deed. The default is subject to reinstatement in accordance with Utah law. All reinstatements, assumptions or payoffs must be in lawful money of the United States of America, or certified funds. Personal Checks will not be accepted.

Notice is also given that despite any possible reduced payment arrangement agreed to by the Beneficiary and/or the Beneficiary's agent, hereafter, the Beneficiary, and/or the Beneficiary's agent, does not necessarily intend to instruct the Successor Trustee to defer giving the notice of sale and completing foreclosure beyond the earliest time legally allowed, unless the Beneficiary specifically agrees otherwise in writing.

This is an attempt to foreclose a security instrument and any information obtained will be used for that purpose.

Dated this 30 day of October, 2023.

HALLIDAY, WATKINS & MANN, P.C.:

By: Hillary McCormack

Name: Hillary McCormack

Attorney and authorized agent of the law firm of  
Halliday, Watkins & Mann, P.C., Successor Trustee  
376 East 400 South, Suite 300, Salt Lake City, UT 84111  
Telephone: 801-355-2886  
Office Hours: Mon.-Fri., 8AM-5PM (MST)  
File No. UT21167

STATE OF UTAH )  
                                      : ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this October 30  
2023, by Hillary McCormack as an attorney and authorized agent of the law firm of Halliday,  
Watkins & Mann, P.C., the Successor Trustee.

Margaret Lee  
Notary Public

